Filing Company: Carolina Casualty Insurance Company State Tracking Number:

Company Tracking Number: AR/CTP5676/0208

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: AR/CTP5676/0208

Project Name/Number: AR/CTP5676/0208/AR/CTP5676/0208

### Filing at a Glance

Company: Carolina Casualty Insurance Company

Product Name: AR/CTP5676/0208 SERFF Tr Num: CARC-125345173 State: Arkansas TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num:

Sub-TOI: 20.0004 Truckers Co Tr Num: AR/CTP5676/0208 State Status: FEES RECEIVED Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: Anita Napoli Disposition Date: 11/05/2007

Date Submitted: 11/01/2007 Disposition Status: Approved

Effective Date Requested (New): 02/01/2008 Effective Date (New): 02/01/2008

02/01/2008

### **General Information**

Project Name: AR/CTP5676/0208 Status of Filing in Domicile: Pending

Project Number: AR/CTP5676/0208 Domicile Status Comments: Reference Organization: N/A Reference Title: N/A Advisory Org. Circular: N/A

Filing Status Changed: 11/05/2007

State Status Changed: 11/05/2007 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Carolina Casualty is mainly a long-haul truck insurer. Due to the unique nature of our exposures and based on our underwriting expertise, we are revising and reformatting our previously filed and approved Pollution Liability Exclusion CTP 5676 (11/05). This mandatory form replaces the pollution exclusion in the Commercial Auto Coverage Forms including Business Auto and Truckers. A copy of the revised form with a (10/07) edition as well as a marked up version showing the changes is attached.

# **Company and Contact**

#### **Filing Contact Information**

Filing Company: Carolina Casualty Insurance Company State Tracking Number:

Company Tracking Number: AR/CTP5676/0208

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: AR/CTP5676/0208

Project Name/Number: AR/CTP5676/0208/AR/CTP5676/0208

Anita Napoli, Regulatory Analyst I anapoli@carolinacas.com
P O BOX 2575 (800) 874-8053 [Phone]
Jacksonville, FL 32203 (904) 363-8098[FAX]

**Filing Company Information** 

Carolina Casualty Insurance Company CoCode: 10510 State of Domicile: Iowa

4600 TOUCHTON RD E Group Code: 98 Company Type: PROPERTY &

**CASUALTY** 

**BLDG 100, SUITE 400** 

Jacksonville, FL 32246 Group Name: State ID Number:

(904) 363-0900 ext. 8070[Phone] FEIN Number: 59-0733942

-----

Filing Company: Carolina Casualty Insurance Company State Tracking Number:

Company Tracking Number: AR/CTP5676/0208

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: AR/CTP5676/0208

Project Name/Number: AR/CTP5676/0208/AR/CTP5676/0208

## **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Carolina Casualty Insurance Company \$50.00 11/01/2007 16428513

Filing Company: Carolina Casualty Insurance Company State Tracking Number:

Company Tracking Number: AR/CTP5676/0208

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: AR/CTP5676/0208

Project Name/Number: AR/CTP5676/0208/AR/CTP5676/0208

## **Correspondence Summary**

### **Dispositions**

Status	Created By	Created On	Date Submitted	
Approved	Llyweyia Rawlins	11/05/2007	11/05/2007	

Filing Company: Carolina Casualty Insurance Company State Tracking Number:

Company Tracking Number: AR/CTP5676/0208

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: AR/CTP5676/0208

Project Name/Number: AR/CTP5676/0208/AR/CTP5676/0208

## **Disposition**

Disposition Date: 11/05/2007

Effective Date (New): 02/01/2008

Effective Date (Renewal): 02/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Filing Company: Carolina Casualty Insurance Company State Tracking Number:

Company Tracking Number: AR/CTP5676/0208

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: AR/CTP5676/0208

Project Name/Number: AR/CTP5676/0208/AR/CTP5676/0208

**Item Type Item Name Item Status Public Access** Uniform Transmittal Document-Property & Approved Yes **Supporting Document** Casualty Cover letter Approved Yes **Supporting Document** Marked up form Approved Yes **Supporting Document** POLLUTION LIABILITY EXCLUSION Approved Yes **Form** (OVERTURN OR COLLISION

Filing Company: Carolina Casualty Insurance Company State Tracking Number:

Company Tracking Number: AR/CTP5676/0208

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: AR/CTP5676/0208

Project Name/Number: AR/CTP5676/0208/AR/CTP5676/0208

## **Form Schedule**

Review	Form Name	Form #	Edition	Form Type Action	Action Specific Readability	Attachment
Status			Date		Data	
Approved	POLLUTION	CTP 5676	6 10/07	Endorseme Replaced	Replaced Form #:0.00	CTP5676(10
	LIABILITY			nt/Amendm		07).pdf
	EXCLUSION			ent/Conditi	Previous Filing #:	
	(OVERTURN OF	₹		ons		
	COLLISION					
	EXCEPTION)					

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# POLLUTION LIABILITY EXCLUSION (OVERTURN OR COLLISION EXCEPTION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE MOTOR CARRIER COVERAGE TRUCKERS COVERAGE

Section II - Liability Coverage, B. Exclusions, 11. Pollution is deleted and replaced by the following:

a. Any injury or damage based upon, arising out of, resulting from, caused by, or contributed to by the presence, discharge, dispersal, release or escape of "pollutants" into or upon land, the atmosphere or any water course or body of water.

Paragraph **a.** above does not apply to injury or damage that is sudden and accidental arising solely out of the overturn or collision of a covered "auto" away from premises owned or leased by the "insured" provided that:

- The covered "auto" is owned, leased, or rented by you;
- (2) The covered "auto" is in motion when the overturn or collision of the covered "auto" takes place;
- (3) The escape or release of "pollutants" is not the result of a covered "auto's" collision with itself, or any detached part thereof, or property in or upon a covered "auto".
- (4) Liability for such injury or damage was not assumed by any "insured" under any contract or agreement whether written or oral; and.
- (5) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

**Section VI - DEFINITIONS - D.** is deleted and replaced by the following:

- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement; or
  - **2.** Any claim or "suit" by or on behalf of a governmental authority demanding,

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the release or escape of such "pollutants" is sudden and accidental arising solely out of the overturn or collision of a covered "auto" away from premises owned or leased by the "insured" provided that:

- The covered "auto" is owned, leased, or rented by you;
- **b.** The covered "auto" is in motion when the overturn or collision of the covered "auto" takes place;
- c. The escape or release of "pollutants" is not the result of a covered "auto's" collision with itself, or any detached part thereof, or property in or upon a covered "auto"
- d. Liability for such injury or damage was not assumed by any "insured" under any contract or agreement whether written or oral; and,
- e. The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Section VI - DEFINITIONS - L. of the Business Auto Coverage Form and Truckers Coverage Form, and Section VI - DEFINITIONS - M. the Motor Carrier Coverage Form are deleted and replaced by the following:

"Pollutants" are defined as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, biohazards or any substances including asbestos and silica which are or may be injurious to public health or the environment.

Includes copyrighted material of Insurance Services Office, Inc., with its permission, 2003

Filing Company: Carolina Casualty Insurance Company State Tracking Number:

Company Tracking Number: AR/CTP5676/0208

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: AR/CTP5676/0208

Project Name/Number: AR/CTP5676/0208/AR/CTP5676/0208

## **Rate Information**

Rate data does NOT apply to filing.

Filing Company: Carolina Casualty Insurance Company State Tracking Number:

Company Tracking Number: AR/CTP5676/0208

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: AR/CTP5676/0208

Project Name/Number: AR/CTP5676/0208/AR/CTP5676/0208

## **Supporting Document Schedules**

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 11/05/2007

Property & Casualty

Comments:

Attachment:

ARPCTD.0208.pdf

Satisfied -Name: Cover letter Approved 11/05/2007

Comments:

Attachment:

ARletter.0208.pdf

Review Status:

Satisfied -Name: Marked up form Approved 11/05/2007

Comments: Attachment:

marked up ctp5676.pdf

# **Property & Casualty Transmittal Document**

1. Reserved for insurance			surai	urance Department Use only					
		te the	e the filing is received:						
	b. Anal		alyst:						
	c. Disp								
	L				ion of the	filina	<u> </u>		
				•		9	•		
	l e. Elle								
				Renewal Business					
	f. State		te Fi	ling #:					
		g. SE	RFF	Filing #	:				
		h. Sub	oject	Codes					
3.	W. D. Borklov Corporation								
1	W.R. Berkley Corporation	Т			NIA 10 "	1 -			
4.	Company Name(s)			nicile					
	Carolina Casualty Insurance Con	npany	IA		10510		59-0733942		FL
_	1 7 0			AR/CTP5676/0208					
5.	. , ,								
Con	tact Info of Filer(s) or Corporate	Officer(s)		lude toll	-free numb		FAV #		- ma!!
	tact Info of Filer(s) or Corporate Name and address	e Officer(s) Title		lude toll	-free numb hone #s	er]	FAX #	anan	e-mail
Con	tact Info of Filer(s) or Corporate Name and address Anita Napoli, CPIW	Officer(s) Title Senior		Telep	-free numb hone #s	er]	FAX #	anapo	e-mail oli@carolinacas.com
Con	tact Info of Filer(s) or Corporate Name and address	e Officer(s) Title	nce	lude toll	-free numb hone #s	er]		anapo	
Con	ntact Info of Filer(s) or Corporate Name and address Anita Napoli, CPIW P.O.Box 2575	e Officer(s) Title Senior Compliar	nce	Telep	-free numb hone #s	er]		anapo	
Con	ntact Info of Filer(s) or Corporate Name and address Anita Napoli, CPIW P.O.Box 2575	e Officer(s) Title Senior Compliar	nce	Clude toll Telep (800) 8	-free numb <b>hone #s</b> 874-	per] (904		anapo	
Con	ntact Info of Filer(s) or Corporate Name and address Anita Napoli, CPIW P.O.Box 2575	e Officer(s) Title Senior Compliar	nce	Clude toll Telep (800) 8	-free numb <b>hone #s</b> 874-	per] (904		anapo	
6.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203	e Officer(s) Title Senior Compliar Analyst I	nce	Clude toll Telep (800) 8	-free numb hone #s 874-	per] (904		anapo	
7. 8.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer	Senior Compliar Analyst I	nce I	Telep (800) 8053	-free numb hone #s 874- Wapoli	(904	1)363-7276	anapo	
7. 8.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized ing information (see General I	Senior Compliar Analyst I	nce I	Hut Anita I	-free numb hone #s 874- Wapoli	(904	1)363-7276	anapo	
7. 8. Filli 9.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized ing information (see General I Type of Insurance (TOI) Sub-Type of Insurance (Sul	e Officer(s) Title Senior Compliar Analyst I	nce I	Hut Anita I	-free numb hone #s 874- Wapoli Napoli	(904	1)363-7276	anapo	
7. 8. Fillii 9.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized information (see General I Type of Insurance (TOI) Sub-Type of Insurance (Sul State Specific Product code	e Officer(s) Title Senior Compliar Analyst I ed filer nstruction	s for	Hut Anita I	-free numb hone #s 874- Wapoli Napoli	(904	1)363-7276	anapo	
7. 8. Filli 9.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized ing information (see General I Type of Insurance (TOI) Sub-Type of Insurance (Sul	e Officer(s) Title Senior Compliar Analyst I ed filer nstruction o-TOI) e(s)(if quirements)	s for	Anita I	-free numb hone #s 874- Napoli Napoli tions of th	(904	1)363-7276	anapo	
7. 8. Filii 9. 10.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized information (see General I Type of Insurance (TOI) Sub-Type of Insurance (Sul State Specific Product code applicable)[See State Specific Rec	e Officer(s) Title Senior Compliar Analyst I  ed filer nstruction o-TOI) e(s)(if quirements)	s for	Anita I description with a large and Rate/L	-free numb hone #s 874- Napoli tions of the cial Auto  Business oss Cost	(904)	ields)  Programs Rules [ ] R	eates/F	oli@carolinacas.com
7. 8. Filli 9. 10. 11.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized Inginformation (see General Ingular Type of Insurance (TOI) Sub-Type of Insurance (Sul State Specific Product code applicable)[See State Specific Rec	e Officer(s) Title Senior Compliar Analyst I  ed filer nstruction o-TOI) e(s)(if quirements)	s for Tru	Anita I descrip commer uck and Rate/L Forms	-free numb hone #s 874- Napoli tions of th cial Auto  Business oss Cost [ ] Com	ese f	ields)  Programs Rules [] R ion Rates/Ri	lates/fules/F	oli@carolinacas.com
7. 8. Filli 9. 10. 11.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized Inginformation (see General Ingular Type of Insurance (TOI) Sub-Type of Insurance (Sul State Specific Product code applicable)[See State Specific Rec	e Officer(s) Title Senior Compliar Analyst I  ed filer nstruction o-TOI) e(s)(if quirements)	s for Tru	Anita I descrip commer uck and Rate/L Forms	-free numb hone #s 874- Napoli tions of th cial Auto  Business oss Cost [ ] Com	ese f	ields)  Programs Rules [ ] R	lates/fules/F	oli@carolinacas.com
7. 8. Filli 9. 10. 11.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized In the second of the	e Officer(s) Title Senior Compliar Analyst I  ed filer nstruction b-TOI) e(s)(if quirements]	s for Tri	Anita I descriptionmer  uck and Rate/L Forms Withdi	-free numb hone #s 874- Napoli vitions of the cial Auto  Business oss Cost s [ ] Command [	ese f	ields)  Programs Rules [ ] R ion Rates/Ri (give descr	ates/Fules/Fription	Rules Forms
7. 8. Filli 9. 10. 11. 12.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized In Type of Insurance (TOI) Sub-Type of Insurance (Sul State Specific Product code applicable)[See State Specific Rec Company Program Title (Mar Filing Type	e Officer(s) Title Senior Compliar Analyst I  ed filer nstruction b-TOI) e(s)(if quirements]	s for Tri	Anita I descrip Commer  Uck and Rate/L Forms Withdi	-free numb hone #s 874- Napoli tions of th cial Auto  Business oss Cost [ ] Com rawal[ ] C	ese f	ields)  Programs Rules [] R ion Rates/Ri	ates/Fules/Fription	oli@carolinacas.com
7. 8. Filli 9. 10. 11.	Name and address  Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized In the second of the	e Officer(s) Title Senior Compliar Analyst I  ed filer nstruction  o-TOI) (s)(if quirements] keting title)	s for Tri	Anita I description Commer  uck and Rate/L Forms Withdiesew: 2/2 Yes	-free numb hone #s 874- Napoli vitions of the cial Auto  Business oss Cost s [ ] Command [	ese f	ields)  Programs Rules [ ] R ion Rates/Ri (give descr	ates/Fules/Fription	Rules Forms
7. 8. Filii 9. 10. 11. 12. 13.	Name and address Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized In Type of Insurance (TOI) Sub-Type of Insurance (Sul State Specific Product code applicable)[See State Specific Rec Company Program Title (Mar Filing Type	e Officer(s) Title Senior Compliar Analyst I  ed filer nstruction o-TOI) e(s)(if quirements) rketing title)	s for C	Anita I descriptionmer  uck and Rate/L Forms Withdi	-free numb hone #s 874- Napoli tions of th cial Auto  Business oss Cost [ ] Com rawal[ ] C	ese f	ields)  Programs Rules [ ] R ion Rates/Ri (give descr	ates/Fules/Fription	Rules Forms
7. 8. Filii 9. 10. 11. 12. 13.	Name and address  Anita Napoli, CPIW P.O.Box 2575 Jacksonville, FL 32203  Signature of authorized filer Please print name of authorized information (see General I Type of Insurance (TOI) Sub-Type of Insurance (Sul State Specific Product code applicable)[See State Specific Rec Company Program Title (Mar Filing Type  Effective Date(s) Requested Reference Filing? Reference Organization (if a	e Officer(s) Title Senior Compliar Analyst I  ed filer nstruction o-TOI) e(s)(if quirements) rketing title)	s for Tri [] [x] [] Ne	Anita I descrip Commer  Uck and Rate/L Forms Withdi  Ew: 2/2 Yes A A /1/07	-free numb hone #s 874- Napoli tions of th cial Auto  Business oss Cost [ ] Com rawal[ ] C	eer] (904  Gese f	ields)  Programs Rules [ ] R ion Rates/Ri (give descr	ates/fules/Fription	Rules Forms

### **Property & Casualty Transmittal Document—**

20. This filing transmittal is part of Company Tracking # | AR/CTP5676/0208

21. | Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Carolina Casualty is mainly a long-haul truck insurer. Due to the unique nature of our exposures and based on our underwriting expertise, we are revising and reformatting our previously filed and approved Pollution Liability Exclusion CTP 5676 (11/05). This mandatory form replaces the pollution exclusion in the Commercial Auto Coverage Forms including Business Auto and Truckers. A copy of the revised form with a (10/07) edition as well as a marked up version showing the changes is attached.

Filing Fees (Filer must provide check # and fee amount if applicable)

[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT Amount: 50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2



### PO Box 2575 · Jacksonville, Florida 32203 · Phone 904-363-0900 · Fax 904-363-8098

November 1, 2007

Honorable Julie Benafield Bowman Commissioner of Insurance Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

Re: Carolina Casualty Insurance Company – NAIC No. 098-10510 FEIN No. 59-0733942

Carolina Casualty Commercial Auto Form Filing

Effective Date: February 1, 2008 New Business and Renewals

Carolina Casualty Insurance Company herewith files the above referenced form revision for our Commercial Automobile Programs.

Carolina Casualty is mainly a long-haul truck insurer. Due to the unique nature of our exposures and based on our underwriting expertise, we are revising and reformatting our previously filed and approved Pollution Liability Exclusion CTP 5676 (11/05). This mandatory form replaces the pollution exclusion in the Commercial Auto Coverage Forms including Business Auto and Truckers. A copy of the revised form with a (10/07) edition as well as a marked up version showing the changes is attached.

Thank you for your consideration and we look forward to your approval.

Respectfully submitted,

Anita Napoli, CPIW Regulatory Analyst I

Aruta Napoli

Phone: 800-874-8053 x 7044 E-mail: anapoli@carolinacas.com

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# POLLUTION LIABILITY OVERTURN OR COLLISION EXCEPTION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE MOTOR CARRIER COVERAGE TRUCKERS COVERAGE

Section II - Liability Coverage, B. Exclusions, 11. Pollution is deleted and replaced by the following:

- Any injury or damage based upon, arising out of, resulting from, caused by, or contributed to by the presence, discharge, dispersal, release or escape of "pollutants" into or upon land, the atmosphere or any water course or body of water.
- (2) Any loss, cost or expense arising out of, resulting from, caused or contributed to by:
  - (a) Clean up or removal of "pollutants";
  - (b) Such actions as may be necessary to monitor, assess and evaluate, the presence, discharge, disposal, escape, release or threat of same, of "pollutants";
  - (e) Disposal of pollutants or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
  - (d) Any governmental direction or request that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants".

This exclusion does not apply to injury or damage caused by an accident arising solely out of the overturn or collision of a covered "auto" away from premises owned or leased by the "insured" provided that:

- (i) The severed "auto" is owned, leased, rented by or loaned to you;
- (ii) Liability for such injury or damage was not assumed by any "insured" under any contract or agreement whether written or oral:

Section VI - DEFINITIONS - D.1. and 2. and L. are deleted and replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

- **1.** Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding, that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) In the source of transit on behalf of the "insured":
  - (2) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- e. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".
- "Pollutants" are defined as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants or any substances including asbestos and silica which are or may be injurious to public health or the environment.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# POLLUTION LIABILITY EXCLUSION (OVERTURN OR COLLISION EXCEPTION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE MOTOR CARRIER COVERAGE TRUCKERS COVERAGE

Section II - Liability Coverage, B. Exclusions, 11. Pollution is deleted and replaced by the following:

a. Any injury or damage based upon, arising out of, resulting from, caused by, or contributed to by the presence, discharge, dispersal, release or escape of "pollutants" into or upon land, the atmosphere or any water course or body of water.

Paragraph a above does not apply to injury or damage that is sudden and accidental arising solely out of the overturn or collision of a covered "auto" away from premises owned or leased by the "insured" provided that:

- (1) The covered "auto" is owned leased or rented by you:
- (2) The covered "auto" is in motion when the overturn or collision of the covered "auto" takes place:
- (3) The escape or release of "pollutants" is not the result of a covered "auto's" collision with itself or any detached part thereof or property in or upon a covered "auto"
- (4) Liability for such injury or damage was not assumed by any "insured" under any contract or agreement whether written or oral; and
- (5) The "bodily injury" "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6 b and 6.c. of the definition of "mobile equipment"

Section VI - DEFINITIONS - D. is deleted and replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
  - **1.** Any request, demand, order or statutory or regulatory requirement; or
  - Any claim or "suit" by or on behalf of a governmental authority demanding,

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the release or escape of such "pollutants" is sudden and accidental arising solely out of the overturn or collision of a covered "auto" away from premises owned or leased by the "insured" provided that:

- The covered "auto" is owned leased or rented by you;
- b. The covered "auto" is in motion when the overturn or collision of the covered "auto" takes place:
- c. The escape or release of "pollutants" is not the result of a covered "auto's" collision with itself or any detached part thereof or property in or upon a covered "auto"
- d. Liability for such injury or damage was not assumed by any "insured" under any contract or agreement whether written or oral; and
- e. The "bodily injury". "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"

Section VI - DEFINITIONS - I of the Business Auto Coverage Form and Truckers Coverage Form and Section VI - DEFINITIONS - M. the Motor Carrier Coverage Form are deleted and replaced by the following:

"Pollutants" are defined as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, biohazards or any substances including asbestos and silica which are or may be injurious to public health or the environment.

Includes copyrighted material of Insurance Services Office, Inc., with its permission, 2003